

AGREEMENT, made as of this 17th day of September 2009, by and between LEI Development Projects, Inc. (hereinafter referred to as "Licensor"), and New Rock Theater Productions LLC, a New York limited liability company (hereinafter referred to as "Licensee").

WITNESSETH;

WHEREAS, Licensor is the owner of all ancillary and derivative rights (the "**Rights**") in and to the motion picture entitled "Point Break" starring Patrick Swayze and Keanu Reeves, and directed by Kathryn Bigelow (hereinafter referred to as the "**Picture**");

WHEREAS, Licensee desires to obtain a license to create and produce one or more legitimate theater productions derived from the Picture (each, a "**Stage Production**");

WHEREAS, Licensor is willing, subject to and expressly conditioned on the terms and conditions of this Agreement, to permit Licensee to produce Stage Productions within and outside of the United States (the "**Territory**") during the Term. It being understood that Licensor shall have a first right to mount a Stage Production in partnership with Licensee in Australia which shall be subject to the terms and conditions contained in a separate agreement with respect thereto.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is agreed as follows:

1. Ownership. Licensee acknowledges and agrees that, as between Licensee and Licensor, Licensor is the sole owner of the Rights and has the sole authority to license to third parties any and all exploitations of the Rights, including without limitation the right to create Stage Productions based on the Picture.

2. License of Rights. Licensor hereby licenses to Licensee the non-exclusive worldwide rights to produce Stage Productions until December 31, 2012 unless terminated as herein provided (the "**Term**"), subject to the following conditions: (a) each Stage Production shall be capitalized at no more than \$50,000 if set up within the United States and \$80,000 if set up outside the United States without the prior written consent of Licensor; (b) top ticket prices for each Stage Production shall not exceed U.S.\$40.00 within the United States and U.S.\$50.00 outside the United States without the prior written consent of Licensor; (c) venue capacity shall not exceed 225 audience members either domestically or internationally without the prior written consent of Licensor; and, (d) any extension of the aforementioned term shall require negotiation and mutual agreement of a separate license between the parties, though if Licensee is not in breach of the Agreement, Licensor will agree to extend the Term for an additional 12 months if the Stage Production(s) is/are playing in 3 cities or less within eight (8) weeks prior to the expiration of the Term.. 

3. Reservation of Rights. All rights not granted to Licensee herein are hereby reserved by Licensor including, without limitation, merchandising rights together with the right

to record the Stage Productions, other than as set forth in Paragraphs 5 and 16 below. Without limiting the foregoing, Lessor reserves the right to license other live stage adaptations based on the picture (provided Lessor agrees that it shall not grant to third parties the right to create a similar stage production featuring an unrehearsed audience member re-enacting the role in the Picture played by Keanu Reeves, it being acknowledged that the foregoing is a unique creative innovation of Licensee of the Stage Production).

4. Consideration.

(a) As a material and ongoing inducement to Lessor to enter into this Agreement, and as an express condition to the license herein contained, upon Lessor's execution of the Agreement, Licensee shall pay to the Lessor, as nonreturnable but recoupable (as specified below) advance of U.S.\$10,000 against Royalties to be paid hereunder.

(b) As an express condition to the license herein contained, upon Lessor's execution of the Agreement, Licensee shall pay a nonreturnable and nonrecoupable sum of U.S.\$5,000. Lessor accepts this amount as compensation for profits derived from the Stage Production by the Licensee in the year preceding the effective date of this Agreement.

(c) In consideration of the license hereunder, Licensee shall pay to Lessor the following: (a) a royalty of 2.5% of all Gross Receipts (as defined below) with respect to each Stage Production, 100% of which royalty shall be applicable against Lessor's share of net profits as described in sub-clause (b) below; and (c) a share of Licensee's net profits (i.e., all Gross Receipts from all sources in excess of actual out-of-pocket production costs actually paid to third parties excluding (i) overhead and salaries in excess of industry norms paid to affiliates, officer and/or directors of Licensee of the particular Stage Production [it being understood that Licensee shall be entitled to pay salaries to related entities that are consistent with industry practices taking into account the budget of the particular production, the size of the venue, and the scope and nature of the services rendered, provided such payments are disclosed to Lessor] and (ii) the running expenses of such Stage Production, on a company-by-company basis) as follows:

- (i) 8% of 100% of Licensee's first \$100,000 in net profits;
- (ii) thereafter 12% of 100% of Licensee's net profits.

(d) "Gross Receipts" shall mean all sums actually paid or credited to Licensee and/or Licensee's affiliates, employees or members from all sources whatsoever, derived from Licensee's exploitation of rights in each Stage Production after the deduction of any admission taxes or any similar taxes which may be imposed on admissions and are actually paid by Licensee to government agencies, and commissions or charges actually paid to third parties in connection with group sales, credit card sales, benefit discounts or automated ticket distribution, or remote box office.